

HYDROCARBON DEED AND CONVEYANCE

Somerset County, Pennsylvania

This **HYDROCARBON DEED AND CONVEYANCE** ("Deed") is executed as of May 28, 2010, but is made effective for all purposes as of 7:00 Central Standard Time on May 1, 2010 ("Effective Time"), by **BRC MINERALS LP**, a Texas limited partnership whose address is 200 Crescent Ct., Suite 200, Dallas, TX 75201 (the "Grantor"), to and for the benefit of **BP MINERAL HOLDINGS II LLC**, a Texas limited liability company, whose address is 8117 Preston Road, Suite 260, Dallas, Texas 75225 ("Grantee"), subject to the terms and conditions of that certain Purchase and Sale Agreement dated as of April 30, 2010 ("Purchase Agreement"), by and between Grantor and Grantee. All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

WITNESSETH:

Grantor, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged as paid by Grantee to Grantor, has granted, deeded, sold, conveyed, transferred, assigned and delivered, and by these presents does hereby grant, deed, sell, convey, transfer, assign and deliver unto the said Grantee a twenty-five percent (25%) undivided interest (on an eight-eighths (8/8ths) basis) in all of the right, title and interest owned by Grantor in and to all oil, gas or other hydrocarbon mineral interests, other rights and interests to oil, gas or other hydrocarbons in place, mineral servitudes in, on or under or that may be produced from the lands described in Exhibit A, attached hereto, and all rights of ingress and egress at all times for the purpose of drilling (either vertically, horizontally or directionally), exploring, producing and marketing oil, gas, and other minerals produced from such rights and interests, and removing the same therefrom and the right to conduct geophysical and other exploratory tests (including core drilling and seismic testing), including the right to use all and any part of the surface of said land as may be necessary or convenient in connection with all of any of said purposes (hereinafter collectively, "Hydrocarbon Interests"); provided, however, the Hydrocarbon Interests shall in no event include any rights or interests in or to the surface of any lands except Grantee's non-exclusive right described above to use the surface overlying the tracts or parcels covering the Hydrocarbon Interests as may be reasonably necessary or convenient and as appropriate under applicable Laws to own, operate, explore and develop the Hydrocarbon Interests.

This Deed is made and accepted to subject to (a) the Purchase Agreement, (b) and all Permitted Encumbrances (as defined in the Purchase Agreement), including, but not limited to any and all rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed and any royalties, overriding royalties, non participating royalty interests, net profits interests, reversionary interests and any other royalty interests described on Exhibit A; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted twenty-five percent (25%) undivided interest (on an eight-eighths (8/8ths) basis) in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease or future leases insofar as it covers the lands described on Exhibit A from and after the date hereof. To the extent that there is an express conflict between the terms of this Deed and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

TO HAVE AND TO HOLD the Hydrocarbon Interests unto Grantee, its successors and assigns forever with all and singular the rights, privileges and appurtenances thereunto or in any way belonging to said Grantee herein, and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the title to the Hydrocarbon Interests unto Grantee, its successors and assigns, against every person lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, save and except the Permitted Encumbrances.

Except as specifically set forth herein or in the Purchase Agreement, Grantor makes no warranties or representations, express or implied, in connection with the Hydrocarbon Interests and without limiting the generality of the foregoing, GRANTOR (1) MAKES NO AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN THIS OR ANY OTHER INSTRUMENT, AGREEMENT OR CONTRACT DELIVERED HEREUNDER OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER OR THEREUNDER AS TO (1) TITLE TO ANY OF THE

HYDROCARBON INTERESTS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY DESCRIPTIVE MEMORANDUM, OR ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE HYDROCARBON INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF PETROLEUM SUBSTANCES IN OR FROM THE HYDROCARBON INTERESTS, (IV) THE EXISTENCE OF ANY PROSPECT, RECOMPLETION, INFILL OR STEP-OUT DRILLING OPPORTUNITIES, (V) ANY ESTIMATES OF THE VALUE OF THE HYDROCARBON INTERESTS OR FUTURE REVENUES GENERATED BY THE HYDROCARBON INTERESTS, (VI) THE PRODUCTION OF PETROLEUM SUBSTANCES FROM THE HYDROCARBON INTERESTS, OR WHETHER PRODUCTION HAS BEEN CONTINUOUS, OR IN PAYING QUANTITIES, OR ANY PRODUCTION OR DECLINE RATES, (VII) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE HYDROCARBON INTERESTS, (VIII) INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, OR (IX) ANY OTHER RECORD, FILES OR MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO GRANTEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS DEED OR THE PURCHASE AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND (2) FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY EQUIPMENT. GRANTEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT THE HYDROCARBON INTERESTS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, AND IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THE HYDROCARBON INTERESTS ARE BEING TRANSFERRED "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS, AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE.

Grantor agrees to execute any further written instruments deemed necessary or convenient by Grantee, Grantee's successors or assigns to carry out the purposes of this instrument, including but not limited to an instrument that more completely or accurately describes the Hydrocarbon Interests being conveyed herein, division orders, transfer orders, correction hydrocarbon conveyances, and correction of legal description(s).

Except as expressly set forth in Section 6.7 of the Purchaser Agreement, from the First Closing Date until the Final Closing, Grantee shall not, without the prior written consent of Grantor transfer, sell, hypothecate, encumber, lease or otherwise dispose of any of the Hydrocarbon Interests conveyed hereunder.

NOTICE

THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES, OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

The actual consideration paid and the true, full and complete value of the realty conveyed hereby is \$ 1,371,041.49.

[Remainder of Page Intentionally Left Blank. Signature Page(s) to Follow.]

EXHIBIT A
HYDROCARBON INTERESTS

[See Attached]

Exhibit A - Minerals

Somerset	537-111-36.1	PA	Somerset	Addison	502-12-12; 502-12-22; 502-12-24; and P/O 502-12-11; 502-12-12	250,000	197,500	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-107	PA	Somerset	Addison	52-13-67	182,000	140,140	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-116.2	PA	Somerset	Addison	502-010-039	127,560	98,221	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-98.2	PA	Somerset	Addison	02-14-47	13,997	10,778	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-98.1	PA	Somerset	Addison	02-13-79.4	2,000	1,540	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-35.2	PA	Somerset	Black	506-13-07	424,000	326,480	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-7.1	PA	Somerset	Black	5009-015-000-00	309,640	238,423	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-119.1	PA	Somerset	Black	506-006-052	268,230	206,537	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-35.1	PA	Somerset	Black	502-03-03;	215,000	165,550	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-119.3	PA	Somerset	Black	506-006-048	142,510	109,733	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-119.2	PA	Somerset	Black	506-009-020	115,000	88,550	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-119.5	PA	Somerset	Black	506-000-000	2,020	1,555	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-119.4	PA	Somerset	Black	506-009-019-01	0,520	0,400	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-119.5	PA	Somerset	Black	506-016-031	0,313	0,241	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-16	PA	Somerset	Brothers Valley	508-014-009	422,240	162,562	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-195.5	PA	Somerset	Brothers Valley	508-0412-001	154,112	118,666	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-113.1	PA	Somerset	Brothers Valley	508-008-054.2	54,420	41,903	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-195.4	PA	Somerset	Brothers Valley	508-009-130-001	1,000	0,770	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-195.3	PA	Somerset	Conemaugh	512-007-147	21,600	16,632	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-94.2	PA	Somerset	Elk Lick	514-006-097-03	7,500	5,775	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-6	PA	Somerset	Jefferson	20-007-0048	168,020	129,375	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	417	04/27/09
Somerset	537-111-195.1	PA	Somerset	Jenner	521-10-7	160,000	123,200	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-131.2	PA	Somerset	Jenner	521-013-053.4	29,560	13,691	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-131.1	PA	Somerset	Jenner	521-013-053.5	3,220	1,240	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-195.2	PA	Somerset	Jenner	521-10-20	0,000	0,000	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-147.1	PA	Somerset	Larimer	523-003-030; 523-003-030-05	77,390	59,590	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-115	PA	Somerset	Lincoln	524-002-004	36,700	28,259	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-115.1	PA	Somerset	Northampton	531-002-018	155,650	119,851	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-21	PA	Somerset	Northampton	531-003-001	251,661	96,889	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-8.1	PA	Somerset	Northampton	002-002-000-00	233,000	89,705	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-117	PA	Somerset	Northampton	531-006-001	166,000	63,910	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-209.1	PA	Somerset	Northampton	531-002-021-00	62,216	47,906	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	417	04/27/09
Somerset	537-111-15.1	PA	Somerset	Northampton	531-001-025-03;	53,210	40,972	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09

Exhibit A - Minerals

Somerset	537-111-15.2	PA	Somerset	Northampton	531-001-025-02	18,900	14,553	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-115.2	PA	Somerset	Northampton	531-002-19	1,000	0,770	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-114.4	PA	Somerset	Quemahoning	535-006-073	177,730	68,422	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-209	PA	Somerset	Quemahoning	535-006-096-00	65,280	50,266	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-195.6	PA	Somerset	Shade	539-5-92	96,350	74,190	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-195.7	PA	Somerset	Shade	539-9-12	0,000	0,000	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-132	PA	Somerset	Somerset	42-10-008-01	198,255	152,657	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-44.2	PA	Somerset	Somerset	42-10-28	125,820	96,881	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-116.1	PA	Somerset	Somerset	542-007-138-00	148,646	57,229	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-45	PA	Somerset	Somerset	542-009-031	49,200	37,884	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-114.1	PA	Somerset	Somerset	42-10-7	30,490	23,477	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-44.3	PA	Somerset	Somerset	542-007-206	60,400	23,254	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-44.1	PA	Somerset	Somerset	42-10-33	17,860	13,752	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-114.2	PA	Somerset	Somerset	42-10-27	7,960	6,129	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-114.3	PA	Somerset	Somerset	542-011-013	11,130	4,281	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-114.3	PA	Somerset	Somerset	542-007-207	3,030	1,170	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-112.2	PA	Somerset	South Hampton/ Northampton	543-003-005	455,760	175,468	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-112.1	PA	Somerset	South Hampton/ Northampton	531-006-003	351,650	135,385	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-94.1	PA	Somerset	Stony Creek	544-006-052, 544-006-099-1,	42,530	32,740	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-116.3	PA	Somerset	Stony Creek	544-006-009	20,840	16,047	Pennsylvania Mineral Group II, LLC	BRC Minerals LP	2122	451	04/27/09
Somerset	537-111-118	PA	Somerset	Summit	546-006-083-00	200,331	154,255	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-120.1	PA	Somerset	Summit	546-010-024	50,660	19,504	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
Somerset	537-111-120.2	PA	Somerset	Summit	546-010-024-01	45,320	17,402	Pennsylvania Mineral Group, LLC	BRC Minerals LP	2122	345	04/27/09
TOTAL						6,289,421	3,917,261					

NOTICE: THE GRANTEE, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS FULLY COGNIZANT OF THE FACT THAT THE GRANTEE MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

GRANTEE:

BP MINERAL HOLDINGS II LLC

Name: [Signature]
By: Drew A. Campbell
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS;

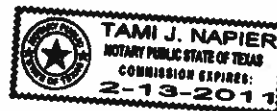
COUNTY OF DALLAS; TO-WIT:

On this the 28 day of May 2010, before me Tami J. Napier, the undersigned officer, personally appeared Drew. A Campbell, who acknowledged him/herself to be the Vice President of **BP MINERAL HOLDINGS II LLC**, a Texas limited liability company, and that he/she as such managing member, being authorized to do so, executed the foregoing instrument on behalf of said company for the purposes therein contained by signing the name of the corporation by him/herself as managing member.

Tami J. Napier
Notary Public in and for
The State of Texas
Name: **Tami J. Napier**
My Commission Expires

This instrument prepared by:

Bryan E. Loocke
Bracewell & Giuliani LLP
711 Louisiana, Suite 2300
Houston, TX 75201



Return to:

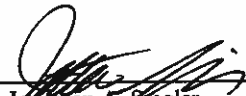
Attn: Kathryn Ort
Land & Resource Management, Inc.
900 Core Road
Parkersburg, WV 26104

Given under my hand this 28th day of May 2010 but effective for all purposes as of the Effective Time.

GRANTOR:

BRC MINERALS LP

By: **BRC MINERALS HOLDINGS LLC,**
its General Partner

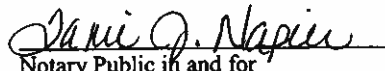
By: 
Name: Jonathan A. Siegler
Title: Executive Vice President and Chief
Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS;

COUNTY OF DALLAS; TO-WIT:

On this the 28 day of May 2010, before me **Tami J. Napier**, the undersigned officer, personally appeared Jonathan A. Siegler, who acknowledged him/herself to be the Executive Vice President and Chief Financial Officer of **BRC MINERALS HOLDINGS LLC**, a Delaware limited liability company and the general partner of **BRC MINERALS LP**, a Texas limited partnership, and that he/she as such officer, being authorized to do so, executed the foregoing instrument on behalf of said company for the purposes therein contained by signing the name of the limited liability company by him/herself as such officer on behalf of such limited partnership.


Notary Public in and for
The State of Texas
Name: **Tami J. Napier**
My Commission Expires

[NOTARY SEAL]



REV-183 EX (04-10)



pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Sandy DeVaughn		Telephone Number: (304) 428-1165	
Mailing Address 900 Core Road	City Parkersburg	State WV	ZIP Code 26104

B. TRANSFER DATA

Grantor(s)/Lessor(s) BRC Minerals LP		
Mailing Address 200 Crescent Ct., Suite 200		
City Dallas	State TX	ZIP Code 75201

C. Date of Acceptance of Document

Grantee(s)/Lessee(s) BP Mineral Holdings II LLC		
Mailing Address 8117 Preston Road, Suite 260		
City Dallas	State TX	ZIP Code 75225

D. REAL ESTATE LOCATION

Street Address		City, Township, Borough See Attachment
County Somerset	School District	Tax Parcel Number See Attachment

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration 1,371,041.49	2. Other Consideration +	3. Total Consideration = 1,371,041.49
4. County Assessed Value	5. Common Level Ratio Factor X	6. Fair Market Value =

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
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Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

06/03/10

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

TOWNSHIP/SCHOOL DISTRICT% OF TRANSFER TAX

ADDISON/TURKEYFOOT VALLEY	11.31%
BLACK/ROCKWOOD	29.04%
BROTHERSVALLEY/BERLIN BROTHERSVALLEY	8.27%
CONEMAUGH/CONEMAUGH	.42%
ELK LICK/SALISBURY ELK LICK	.15%
JEFFERSON/SOMERSET AREA	3.33%
JENNER/NORTH STAR	3.53%
LARIMER/MEYERSDALE	1.52%
LINCOLN/SOMERSET AREA	.72%
NORTHAMPTON/ BERLIN BROTHERSVALLEY	15.57%
QUEMAHONING/NORTH STAR	3.03%
SHADE/SHADE-CENTRAL CITY	1.89%
SOMERSET TOWNSHIP/SOMERSET AREA	10.64%
SOUTHAMPTON/MEYERSDALE	4.45%
STONEY CREEK/SHANKSVILLE-STONEYCREEK	1.25%
SUMMIT/MEYERSDALE	<u>4.88%</u>
TOTAL	100%

SOMERSET COUNTY RECORDER OF DEEDS
PATRICIA A. BRANT, RECORDER
300 NORTH CENTER AVENUE
SUITE 400
SOMERSET, PENNSYLVANIA 15501
Phone: (814) 445-1547
Fax: (814) 445-1563



RETURN DOCUMENT TO:
LAND & RESOURCE MANAGEMENT
900 CORE RD
PARKERSBURG, WV 26104

Instrument Number - 2010005141
Recorded On 6/18/2010 At 1:28:41 PM
* Instrument Type - DEED
Invoice Number - 177196 User ID - PAP
* Total Pages - 9
* Grantor - B R C MINERALS
* Grantee - B P MINERAL HOLDINGS II
* Customer - LAND & RESOURCE MANAGEMENT
* **FEES**

STATE TRANSFER TAX	\$13,710.41
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES	\$21.00
ROD IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
AFFORDABLE HOUSING	\$10.00
BERLIN-BROTHERS	\$1,634.29
VALLEY SCHOOL REALTY TAX	
CONEMAUGH TP AREA	\$28.79
SCHOOL REALTY TAX	
MEYERSDALE AREA SCHOOL	\$743.80
REALTY TAX	
NORTH STAR SCHOOL	\$449.70
REALTY TAX	
ROCKWOOD AREA SCHOOL	\$1,990.75
REALTY TAX	
SALISBURY ELK-LICK	\$10.28
SCHOOL REALTY TAX	
SHADE-CENTRAL CITY	\$129.56
SCHOOL REALTY TAX	
SHANKSVILLE-STONYCREEK	\$85.69
SCHOOL REALTY TAX	
SOMERSET AREA SCHOOL	\$1,007.03
REALTY TAX	
TURKEYFOOT VALLEY	\$775.32
SCHOOL REALTY TAX	
ADDISON TOWNSHIP	\$775.32
BLACK TOWNSHIP	\$1,990.75
BROTHERSVALLEY	\$566.93
TOWNSHIP	
CONEMAUGH TOWNSHIP	\$28.79
ELK LICK TOWNSHIP	\$10.28

This is a certification page

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This page is now part
of this legal document.

I hereby CERTIFY that this
document is recorded in the
Recorder of Deeds Office of
SOMERSET COUNTY, PENNSYLVANIA



Patricia A. Brant
Patricia A. Brant
Recorder Of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

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JEFFERSON TOWNSHIP	\$228.28
JENNER TOWNSHIP	\$241.99
LARIMER TOWNSHIP	\$104.20
LINCOLN TOWNSHIP	\$49.36
NORTHAMPTON TOWNSHIP	\$1,067.35
QUEMAHONING TOWNSHIP	\$207.71
SHADE TOWNSHIP	\$129.56
SOMERSET TOWNSHIP	\$729.39
SOUTHAMPTON TOWNSHIP	\$305.06
STONYCREEK TOWNSHIP	\$85.69
SUMMIT TOWNSHIP	\$334.54
TOTAL PAID	\$27,480.82